



City of Mesa Mesa Convention Center

License Agreement

This License Agreement (the "License") is made this _____ day of _____, by and between the **City of Mesa, d/b/a Mesa Convention Center** (the "Center" and/or "Licensor") and _____ (the "Licensee"). Licensor agrees to issue this License to Licensee and licensee agrees to accept this License from Licensor for the use of the Mesa Convention Center facilities (the "Premises") subject to the following terms, conditions, and restrictions:

1. Use and Rental of Premises: Term of License. The Center agrees to Licensee's use of the Premises for the following purpose(s):

Center Space	Usage	Inclusive Times	Dates	Rent

Equipment, labor, food and beverage, custodial, tax and service charges may be applied to your account contingent upon the requirements of your event. Please contact your Event Coordinator for more details.

The parties agree that for the use of the Premises (consisting of the Center Space(s) and for the dates and times specified above) the fees include:

Rent	\$	
Service charge	\$	(20%),
Rental tax	\$	(2.50%)
Additional Estimated Fees, w/tax	\$	(Per Event Estimate)
Total Estimated Event Fees	\$	

The parties acknowledge that there may be additional fees associated with the use of the Premises as discussed hereinafter in this License and in the Mesa Convention Center Rules and Regulations (the "Regulations") which are incorporated herein by reference and found on our Website.

If your event requires food and/or beverage services, final guarantees are due no later than 72 business hours prior to the start of your contracted event time. Final bill will be based on the guaranteed number of guests or actual number served, whichever is greater. Catering will be prepared for no more than 5% over the final guarantee.

2. Rules and Regulations. Licensee agrees to observe and abide by the terms and conditions of the Center regulations governing the use of the Center. A copy of the regulations is available online at www.mesaconventioncenter.com. Licensee acknowledges that it has reviewed such Rules and Regulations.
3. Advance Payments. The Licensee agrees to return a full executed original copy of this License to Licensor on or before the deadline for submittal to Licensor of the Rental Deposit as set forth hereinafter together with the following advance payments and evidence of insurance:

	Amount Due	Due Date
Signed License Agreement Due		
Deposit Due		
Certificate of Insurance Due		
Other Fees and Charges	To Be Determined	At Receipt of Invoice

Automatic Cancellation Date: . In the event Licensee fails to return signed contract and deposit within one business date after due date, the Center reservations system automatically will delete the reservation. Licensee further agrees to make advance payments for additional costs that may be incurred by the Center (including but not limited to Security, Usher, Box Office, seating set up charges, etc.). All payments and other submittals required under the terms of this License shall be made payable and deliver to the Center.

4. Final Payments. All other fees and charges owed by Licensee in connection with its use of the Premises shall be due and payable as set forth in this License and the Regulations.

5. Default or Cancellation by Lessee. In the event Licensee defaults in the performance of any of the terms and conditions of this License or the Regulations or cancels the event/use described in Paragraph 1 of this License, the Center reserves the right to enforce the cancellation fee provisions described in the Regulations. Notice of cancellation by Licensee must be made in writing to the Center. Notice is hereby given of the applicability of Arizona Revised Statutes 38-511.

6. Outside Agreements. Licensee agrees to abide by any agreements and/or contracts currently in force and effect between the Center and any contractor and between the City of Mesa (the "City") and any service contractor.

7. Termination by Licenser. In the event Licensee fails to perform any of its obligations herein set forth; becomes financially insecure (said determination shall be within the sole and absolute discretion of the Licenser); violates any local, state or federal laws; defaults or is likely to default under the terms and conditions of this License or the Regulations (said determination shall be within the sole and absolute discretion of the Center); or if Licenser cancels this License Agreement or is unable to provide the requested rooms or meeting space, the Licenser will work with Licensee to arrange alternative accommodations and space at the prices set forth herein. Licenser's liability is limited to these remedies, and Licenser shall not be liable for any consequential, punitive or special damages. The Center's rights and remedies pursuant to this Paragraph 7 shall be in addition to any other remedies it may have at law or in equity, or elsewhere in this License or in the Regulations. If the License is terminated as set forth in this paragraph, then Licensee agrees to promptly remove, at Licensee's expense, all of its property and equipment from the Premises within 24 hours of receiving Licensee's Notice of Termination and to forfeit all advance payments made to the Center.

8. Indemnification. Licensee agrees to and shall indemnify and hold harmless the Center and the City of Mesa, its Mayor and City Council, appointed boards and commissions, officials, officers and employees, individually and collectively, from and against all fines, suits, claims, demands, actions and liability, loss, damage, costs or expenses (including reasonable attorney's fees and costs) arising from or as a result of the death of a person or any accident, injury, loss or damage whatsoever caused to any person or to the Property of any person which shall occur on or adjacent to the Premises to the extent directly or indirectly caused by any acts done thereon or any errors or omissions of the Licensee or its agents, servants, employees, contractors, or invitees without regard to the limits of liability insurance coverage required. The obligations of Licensee under this Paragraph 8 shall not in any way be affected by the refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting the Premises. If any claim, action or proceeding is made or brought against the Center by reason of any event which is the subject of Licensee's foregoing indemnity, then, upon demand by Licenser, the Licensee, at its sole cost and expense, shall resist or defend such claim, action or proceeding in Center's name. Notwithstanding the foregoing, Licenser may engage its own attorneys to defend it or to assist in its defense and Licensee shall pay the reasonable attorney's fees, costs and disbursements.

9. Insurance. If required by the Center, Licensee, at its own cost and expense, shall maintain and keep in force commercial general liability and property damage insurance against claims for personal injury or death, or property damage suffered by others occurring on or about the Premises in accordance with the Regulations incorporated in this agreement. If required, a Certificate of Insurance shall be furnished to the Center on or before the deadline set forth in Paragraph 3.

10. Licensee and Independent Contractor Status. Licensee acknowledges and agrees that the right, granted by this License, to enter upon the Center and use City property is nothing more than a license granted solely for the purpose of exercising its rights and performing its duties under this License. Nothing set forth in this License creates a tenancy between the City and Licensee or grants the Licensee possession of any City property. Upon termination of this License, the Center shall have the right to remove and exclude

from the Center, or any other City property, Licensee and any of Licensee's employees, without being deemed to have committed any unlawful entry, trespass or injury of any sort whatsoever.

10.1 Both the Center and Licensee agree that in performing its duties and responsibilities under this License, the Licensee is and shall be at all times acting as an independent contractor, and all persons employed by the Licensee, either directly or indirectly, shall be considered employees of the Licensee and not of the City. Accordingly, the Licensee shall be responsible for payment of all applicable taxes arising out of the Licensee's activities under this License.

11. Non-Discrimination. Licensee, in performing under this License, shall not discriminate against any person or entity because of age, race, sex, creed, color, religion or national origin, nor otherwise commit an unfair employment practice. Licensee shall comply with the Americans with Disabilities Act ("ADA").

12. Drug-Free Work Program. The Licensee is hereby advised that the City of Mesa has adopted a policy establishing a drug-free work place for itself and as a requirement for sellers-contractors doing business with the City to ensure the safety and health of employees working on City license agreements, contracts, and/or projects. Failure of Licensee to require a drug-free work place in accordance with the City's policy may result in termination of the License.

13. General Conditions.

13.1 Amendment. This License may be amended at any time by written amendment executed by both parties.

13.2 Assignment. The Licensee shall not assign or otherwise transfer this License or any of its rights or duties under this License Agreement without first obtaining the written consent of the Mesa Convention Center, which may be granted or denied at the Center's sole discretion. Any assignment, transfer, pledge or mortgage of this License by the Licensee or by operation of law shall be void.

13.3 Attorneys' Fees. In the event any action at law or equity shall be instituted between the parties in connection with this License, the party prevailing in such action shall be paid from the other party all of its costs including reasonable attorneys' fees and court costs.

13.4 Authorization. The parties to this License represent and warrant that the person executing this License on their behalves have full authority to bind the respective parties.

13.5 Captions. The captions used herein are for convenience only and are not a part of this License and do not in any way limit or amplify the terms and provisions hereof.

13.6 Construction of License. This License has been arrived at by negotiation between the City and Licensee. As such, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this License. Further, the language in all parts of this License shall in all cases be construed as a whole and in accordance with its fair meaning.

13.7 Entire Agreement. This License including the Regulations pertaining to the Premises as are referenced herein contains the entire agreement of the parties with respect to the matters addressed herein, and no representations or agreements, oral or otherwise, between the parties not embodied herein, attached hereto or hereinabove referenced shall be of any force and effect. Any additions or amendments to this License subsequent hereto shall be of no force and effect unless in writing and signed by the parties hereto.

13.8 Governing Law. This License shall be governed by and construed under the laws of the State of Arizona.

13.9 Modification. No modification of this License shall be deemed effective unless in writing and signed by the parties hereto, and any waiver granted shall not be deemed effective unless in writing and signed by the parties hereto, and any waiver granted shall not be deemed effective except for the instance and in the circumstances particularly specified therein and unless in writing, executed by the party against whom enforcement of the waiver is sought.

13.10 No Third-Party Beneficiaries. The City and Licensee acknowledge and agree that the terms, provisions and conditions hereof are for the sole benefit of, and may be enforceable solely by, the City and Licensee, and none of such terms, provisions, conditions, and obligations are for the benefit of or may be enforced by any third party.

13.11 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this License shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this License shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

13.12 Successors and Assigns. All of the covenants and conditions set forth herein, shall inure to the benefit of and shall be binding upon the successors in interest of each of the parties hereto.

13.13 Time of the Essence. For purposes of enforcing the provisions of this License, time is of the essence.

13.14 Waiver. No waiver by either party of a breach of any of the terms, covenants, conditions of this License shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. One or more waiver of any covenant, term or condition of this License by any party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by any party to or any act by any other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

13.15 Force Majeure Event

A. Means any one or more of the following which prohibits or materially interferes with, delays or alters the performance of the applicable duty under this Agreement: shortages of material (excluding those caused by lack of funds); acts of the public enemy; confiscation or seizure by any government or public authority; injunction, restraining order or other court order or decree, initiative or referendum action; wars or war-like action (whether actual and pending or expected, and whether de jure or de facto); blockades; insurrections; riots; civil disturbances; epidemics; pandemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; wash-outs; explosions; failure of essential and major equipment, electrical power or machinery; nuclear reaction or radiation; radioactive contamination; any governmental declared emergency; or any other similar cause (excluding those caused by lack of funds) which is not reasonably within the control of the party claiming the right to alter, delay or postpone performance on account of such occurrence.

B. If a Force Majeure Event occurs, the Agreement will be deemed terminated, the parties' respective obligations set forth in the Agreement will be fully excused, and each of the parties shall be responsible for bearing its own costs incurred with respect to this Agreement. Notwithstanding the foregoing, the provisions of Section 8 of the Agreement shall survive the termination of the Agreement due to a Force Majeure Event.

Licensee:

Licensor: Mesa Convention Center
P.O. Box 1466
Mesa AZ 85211-1466
Federal ID #86-6000252

By: _____

By: _____

Date: _____

Date: _____